

# **EXHIBIT 2**



Fax completed form to (800) 926-5373 to participate in the SiriusXM offer at no cost.

**SiriusXM Pre-Owned Vehicle Program: Dealer Enrollment Authorization Form**

Yes! Please enroll my dealership ("Dealer") in the Pre-owned Vehicle Program offered by SiriusXM for satellite radio service ("Program"). The Program provides: (1) a 90-day dealer demonstration package for pre-owned vehicles in Dealer inventory with factory-installed satellite radios ("Eligible Vehicles"), (2) an automatically activated complimentary 3-month consumer trial ("Trial Service") of, as applicable, the Sirius or XM audio package for each Eligible Vehicle, and (3) no activation fees (a \$15 value) for Trial Service to purchasers of Eligible Vehicles. The Program will be available to Eligible Vehicles which are non-certified pre-owned vehicles, including GM vehicles and any other vehicle makes sold by Dealer. The Program is offered at no cost to participating dealers.

**Dealer Information (Required)**

Dealer BAC:	112266
Dealership Name:	Bob Telford Chevrolet
Address:	1344 W. Audie Murphy Pkwy
City:	Farmersville
State:	Texas
Zip Code:	75442
Phone:	972-782-6211

**Business Contact (Required)**

Name:	Bobby Bishop
Phone:	972-782-6212
E-mail:	BJBISHOP@TEDFORDCHEVROLET.COM

**Technical Contact (Required)**

Name:	Bobby Bishop
Phone:	972-782-6212
E-mail:	BJBISHOP@TEDFORDCHEVROLET.COM

Please fax this completed form to (800) 926-5373 - Aspen Marketing Services Program Headquarters PH: (800) 292-9220



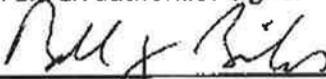
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Dealer BAC:	112266
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Dealer System Information (Login, Password and Modem or IP Address req'd for ADP and R&R ERA only)	
DMS Type: (ADP, R&R ERA, R&R UCS/Power, AutoSoft-ASI, Auto/Mate, etc.)	Auto Soft-ASI
Login:	
Password:	
Modem Phone: (modem or IP Address, not both)	
IP Address: (modem or IP Address, not both)	
DMS Account Information (Required for ADP and R&R ERA only)	
Sales Account/Store #:	
Inventory Account/Store #:	

I am an authorized signer for Dealer and I have read and agree to the "Agreement" defined below.

 5-4-11  
 Dealer Representative signature Date

**TERMS & CONDITIONS:** I understand Sirius XM Radio Inc. ("SiriusXM") requires the use of data that exists in my dealer management system (DMS), including customer data, to activate dealer demonstration service on my inventory of Eligible Vehicles and my customers' SiriusXM Trial Service, and to communicate with customers regarding their Trial Service and options to extend their services following their trial. Therefore, I authorize Digital Motorworks, Inc. (DMI) or other contractor at SiriusXM's sole discretion to extract and share with SiriusXM my DMS data (retroactively from 30 days prior to my enrollment and on an on-going basis) for use in connection with this Program. I agree to take all necessary action required to provide such access. I understand SiriusXM agrees to use my data to facilitate the Program. I agree that this shall not prevent SiriusXM from obtaining and using the same or similar data obtained from third parties, including customers, without restriction. I also understand that SiriusXM relies on its sources for the accuracy and reliability of its information, and therefore can only assume responsibility for data from Dealer that is accurate, complete and reliable. Further, I understand I may discontinue my participation in this program at any time upon 30 days written notice to Sirius XM Radio Inc., Attention: Automotive Remarketing, 27200 Haggerty Road, Suite B-5 Farmington Hills, MI 48331.

By submitting this Authorization Form to SiriusXM's contractor, Aspen Marketing, Dealer agrees that the Terms & Conditions set forth herein, and those incorporated by reference, shall serve as an "Agreement," and Dealer agrees to be bound hereby as of the above "Date." SiriusXM agrees that it will not sell or share DMS data with anyone without Dealer's express written consent, other than those SiriusXM contractors used to provide the Program to Dealer and to provide the Trial Service to consumers. Dealer has read, agrees with, and accepts all of the terms of this Agreement. This Agreement encompasses obligations which apply to Dealer, to SiriusXM, and to SiriusXM's contractors who will have access to Dealer's DMS data. By participating in the Program and executing this Authorization Form, Dealer agrees to (A) inform Dealer's customers about the opportunity to receive Trial Service in their Eligible Vehicles and (B) to make available to customers and insert in Eligible Vehicles SiriusXM promotional materials provided by SiriusXM. The Program may be modified or terminated at any time and without Dealer's prior notification or consent. The provision and use of SiriusXM subscription services (Trial Service and paid service) are governed by the SiriusXM Customer Agreement; see [www.siriusxm.com](http://www.siriusxm.com), as such terms may be modified from time to time by SiriusXM in its sole discretion. NEITHER SIRIUSXM, DMI, ASPEN MARKETING OR ANY OTHER CONTRACTOR OF SIRIUSXM SHALL BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE THAT MAY ARISE IN CONNECTION WITH THE SIRIUSXM RADIO PRE-OWNED VEHICLE PROGRAM, EVEN IF SUCH PARTY HAS BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGES.

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